

**TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT**

TO: Mayor and Councilmembers

FROM/PHONE: Joseph Montopoli, Fire Chief/EMC 954-797-1842

PREPARED BY: Julie Downey, Assistant Chief EMS 954-797-1189

SUBJECT: Resolution

AFFECTED DISTRICT: All

ITEM REQUEST: Schedule for Council Meeting

TITLE OF AGENDA ITEM: CONTRACT EXTENSION - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXTEND THE SERVICE AGREEMENT FOR MEDICAL DIRECTOR SERVICES BETWEEN THE TOWN OF DAVIE AND WAYNE LEE M.D. F.A.C.E.P. d/b/a PHYSICIAN ASSOCIATES, INC. (\$20,000)

REPORT IN BRIEF: The Davie Fire Rescue Department as an ALS EMS Provider in the State of Florida is required by Florida Statute and Administrative Code to maintain a professional service agreement with a qualified physician. Dr. Wayne Lee, M.D. F.A.C.E.P. d/b/a Physician Associates Inc. has been the Medical Director for the Fire Rescue Department since 2004. The Fire Rescue Department recommends exercising the one year option to extend the service agreement with Dr. Wayne Lee, M.D. F.A.C.E.P. d/b/a/ Physician Associates Inc. for one year commencing October 1, 2008. The original contract was for three (3) years (2004-2007) with two (2) automatic one (1) year extensions.

PREVIOUS ACTIONS: R-2004-211 and R-2007-222

CONCURRENCES:

FISCAL IMPACT: Yes

Has request been budgeted? Yes

If yes, expected cost: \$ 20,000/ \$1666.66 monthly

Account Name: EMS Contractual Services/001 0602-522-0306

RECOMMENDATION(S): Motion to approve Resolution

Attachment(s): Resolution, Medical Director Service agreement, Dr. Lee letter, Memo from Fire Rescue Dept.

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA,
AUTHORIZING THE MAYOR TO EXTEND THE SERVICE
AGREEMENT FOR MEDICAL DIRECTOR SERVICES BETWEEN
THE TOWN OF DAVIE AND WAYNE LEE M.D. F.A.C.E.P. d/b/a
PHYSICIAN ASSOCIATES, INC.

WHEREAS, the Town Council previously approved a service agreement for
medical direction by Resolution R-2004-211 and exercised a one year option by
Resolution 2007-222; and

WHEREAS, the Town and Wayne Lee, M.D. F.A.C.E.P. d/b/a Physician
Associates, Inc. wishes to extend the contract for these services; and

WHEREAS, the Town Council wishes to authorize the Mayor to execute a
contract with Wayne Lee, M.D. F.A.C.E.P. d/b/a Physician Associates, Inc for one (1)
additional year commencing October 1, 2008 .

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN
OF DAVIE, FLORIDA.

SECTION 1. The Town Council of the Town of Davie hereby authorized the
Mayor to extend the contract agreement starting October 1, 2008 through September 30,
2009, with Wayne Lee, M.D. F.A.C.E.P. d/b/a Physician Associates, Inc. for medical
director services.

SECTION 2. The Town Council authorizes the expenditures from the EMS
Contractual Services account.

SECTION 3. This resolution shall take effect immediately upon its passage and
adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2008

MAYOR/COUNCILMEMBER
ATTEST:

TOWN CLERK

APPROVED THIS ____ DAY OF _____, 2008

Wayne Lee, MD, FACEP
2856 NE 36th Street
Ft. Lauderdale, FL 33308
dba Physician Associates
Cell: 954-850-8041

August 11, 2008

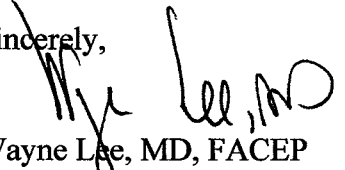
Chief Joe Montopoli
c/o Davie Fire Rescue
6901 Orange Drive
Davie, FL 33314

Dear Chief Montopoli:

Please let this letter serve as notice of my desire to extend my contract as EMS Medical Director for City of Davie.

Additionally, I would like to thank you, Chief Downey, and others for your support. I believe we have made significant progress at Davie Fire-Rescue. Morale is high, and quality care is being delivered on a daily basis.

Sincerely,


Wayne Lee, MD, FACEP
Medical Director, Davie Fire-Rescue



**TOWN OF DAVIE
INTEROFFICE MEMORANDUM
FIRE RESCUE DEPARTMENT**

Date: August 8, 2008
To: M. Malvasio, Deputy Chief *MM 8/11*
From: J. Downey, Assistant Chief
Through:
Subject: Service agreement with Dr. Wayne Lee M.D. F.A.C.E.P.
Attachment: Yes No ☒ X

The Davie Fire Rescue Department as an ALS EMS Provider in the State of Florida is required by Statute and Administrative Code to maintain a professional service agreement with a qualified physician. Dr. Wayne Lee, M.D. d/b/a Physician Associates has been the Medical Director for the Fire Rescue Department for the past four years during that time we have been very satisfied with Dr. Lee's service. The Fire Rescue Department recommends exercising the option to extend the service agreement with Dr. Wayne Lee, M.D. F.A.C.E.P. d/b/a/ Physician Associates for the additional year as written in the original contract. The original contract was for three (3) years from beginning October 1, 2004 –September 30, 2007 with two (2) automatic one (1) year extensions. We exercised the option last year and extended the contract from September 30, 2007 to September 30, 2008.

Town of Davie **Fire Rescue**

Medical Director **Service Agreement**

October 1, 2004 to September 30, 2007

Town of Davie
Medical Director Service Agreement

THIS AGREEMENT, made this 1st day of October, 2004 by and between The Town of Davie, Florida, hereinafter referred to as the "Town", and Wayne Lee, M.D., F.A.C.E.P. Physician Associates, Inc. hereinafter referred to as the "Medical Director".

WHEREAS, the Town has an Emergency Medical Services (EMS) program in Broward County, Florida for Advanced Life Support (ALS) and Basic Life Support (BLS) in accordance with Broward County Code of Ordinances Chapter 3.5, Florida Administrative Codes Chapter 64E-2, Florida Statutes Chapter 401, and the Town desires to officially contract with the Medical Director for medical direction services in accordance with said ordinances, codes and statutes.

Witnesseth:

1. Duties and Responsibilities of the Town. The Town agrees to perform and accept the following duties and responsibilities:
 - (a) The Town shall meet or exceed all applicable standards and requirements of the State of Florida for licensure as an Advanced Life Support (ALS) and Basic Life Support (BLS) EMS provider, and shall become and remain so licensed where applicable by the County and State. The Town shall further ensure that its employees, where applicable, to include without limitation emergency medical technicians, paramedics, become and remain certified and licensed as appropriate under the laws of the State of Florida.
 - (b) The Town agrees to participate and agrees to cause its employees to participate, in all applicable county, regional, state or national emergency medical system programs required by law or deemed necessary by written agreement of the Medical Director and the Town of Davie, Chief of Fire Rescue or his designee.
 - (c) The Town shall comply with all directives and procedures of the Medical Director relating to the quality of care rendered by the Town of Davie Fire Rescue Department, and shall insure that its employees also comply with such directives and procedures. The Town agrees that the Medical Director shall have the right to temporarily remove from medical care duties any state certified paramedic or emergency medical technician who is known or suspected to have violated any medical protocol, operating guideline, law statute or state E.M.S. rule or regulation, pending the outcome of an investigation of such known or suspected action. The investigation of such an alleged violation of protocol, standing order, law, statute or state E.M.S. rule or regulation shall be conducted under the auspices of the Medical Director and the Town of Davie, Chief of Fire Rescue or designee. Such removal from medical care duties shall be immediately effective upon written notice to the Town of Davie, Chief of Fire Rescue or his designee and shall comply with due process as set forth in the Firefighter Bill of Rights.

- (d) The Town agrees to defend, indemnify and hold harmless the Medical Director from any and all claims, liabilities, causes of action, attorney's fees and costs, whatsoever resulting from or in connection with the certified paramedic's and or emergency medical technician's action, individually or collectively, in the medical care provided in their own discretion and which may not be in conjunction with accepted medical procedures governing certified paramedics and or emergency medical technicians. Nothing contained herein is intended nor shall be construed to waive the Town's sovereign immunity rights as provided for by Florida Statutes.
- (e) The Town agrees to provide the Medical Director, at the Medical Director's request and the Town's expense, and approved by the Chief of Fire Rescue or designee, administrative support adequate to fulfill the performance of the services under this agreement.

2. Duties and Responsibilities of the Medical Director. The Medical Director agrees to perform and accept the following duties and responsibilities.

- (a) The Medical Director of record shall be Wayne Lee M.D. An Associate Medical Director may provide coverage for the Medical Director of record for periods when the Medical Director of record is unavailable to fulfill his responsibilities. Any request for coverage will be pre-approved by the Town of Davie, Chief of Fire Rescue or his designee. Coverage periods will not exceed thirty (30) days in a six (6) month period. All Associate Medical Director's will meet all county, regional, state and federal licensing and certification requirements in effect at the time of coverage.
- (b) The Medical Director agrees to supervise, set standards and establish procedures for the medical performance of the state certified paramedics and emergency medical technicians functioning for the Town of Davie Fire Rescue Department as specified in applicable laws of the State of Florida and such valid regulations as are promulgated thereunder.
- (c) The Medical Director agrees to assist in the development, supervise, set standards and establish specialized medical protocols and operating guidelines for Town of Davie Fire Rescue Department state certified paramedics and emergency medical technicians during special events, special operations and or disaster operations as specified in applicable laws of the State of Florida and such valid regulations as are promulgated thereunder.
- (d) The Medical Director shall perform such other duties and services for the Town of Davie Fire Rescue Department as are required of the Medical Director, by the laws of the State of Florida, valid regulations promulgated thereunder, and this agreement.
- (e) The Medical Director shall provide the responsible supervision and control, either directly or through assignees agreed upon by the Medical Director and the Town of Davie Chief of Fire Rescue, of any state certified paramedic or emergency medical technician employed by the Town of Davie Fire Rescue Department while rendering emergency medical services as required by the laws of the State of Florida and such valid regulations as may be promulgated thereunder.

- (f) The Medical Director shall certify the Town of Davie Fire Rescue Departments medical protocols, trauma transport protocols and operating guidelines outlining the steps to be followed for handling medical and traumatic situations or resolving a particular traumatic and or medical problem. The Medical Director shall inform the Town of Davie, Chief of Fire Rescue or designee of such established medical protocols, trauma transport protocols and operating guidelines and shall provide medical supervision of the established medical, trauma transport protocols and operating guidelines.
 - (g) The Medical Director shall provide sufficient opportunities for Continuing Medical Education (CME) credits to be awarded to any state certified paramedic or emergency medical technician employed by the Town of Davie Fire Rescue Department, to successfully achieve recertification under the laws of the State of Florida. CMEs maybe achieved by a variety of methods and training courses as mutually agreed by the Town of Davie, Chief of Fire Rescue or designee and Medical Director.
 - (h) The Medical Director shall be an active member of the Town of Davie Fire Rescue Department, Quality Assurance Committee and attend a minimum four (4) meetings per year. The Medical Director shall take part in all investigations relating to possible violations of medical protocols, operating guidelines, laws, statutes, state EMS rule or regulation, or quality of care rendered by the Town of Davie Fire Rescue Department. The Medical Director shall keep the Chief of Fire Rescue appraised to the outcome of all investigations and recommendations.
 - (i) The Medical Director and or Associate medical Director shall ride a minimum of twelve (12) hours per year to be equally divided among the three (3) operational shifts.
 - (j) The Medical Director or his Associate shall respond within fifteen (15) minutes by phone or other communications means after being paged by the Chief of Fire Rescue or designee.
3. Stipend: For and in consideration of his professional services as the Medical Director for the Town of Davie Fire Rescue Department, The Town will pay the Medical Director an agreed upon monthly amount of \$1,666.66 and pre-approved expenses incurred to fulfill the performance of the services under this agreement. Approval of expenses shall be accomplished in writing by submission to the Town of Davie, Chief of Fire Rescue before such expenses are incurred.
4. Term: This agreement shall remain in effect for the period beginning on October 1, 2004 and ending on September 30, 2007. This agreement will include two (2) automatic one (1) year extensions based upon a performance review by the Chief of Fire Rescue or designee prior to the expiration date of the agreement. Either party may terminate this agreement without cause and without liability, penalty or obligation upon ninety (90) days written notice to the other party, delivered by certified or registered U.S. Mail.

5. Licensure: Each party will present evidence of current licenses to the other. The Town will present any applicable County, State and Federal License(s) relating to its emergency medical services to the Medical Director for his records. The Medical Director will present evidence of current State Board of Medicine, Federal DEA licenses and any and all required certifications and licenses as required by Florida Statute, Administrative Code and County Ordinance to hold the position of Medical Director to the Town of Davie, Chief of Fire Rescue. Copies of all updated licenses and certifications will be exchanged as renewals are processed and received.

This Agreement shall terminate immediately in the event that the Town or Medical Director has their licensing or right to practice or provide emergency medical services in the State of Florida either suspended or revoked.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the day and year first written above.

Town of Davie:

Witness Sheila Preston

By: [Signature]

Date: 9/14/04

Witness Jenavia R Edwards

Attest: Barbara McDaniel
Asst Town Clerk

Date: 9/14/04

Physician Associates, INC.

Witness Raguel B. Gray

By: [Signature]

Date: 9/2/04

Witness _____

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific instructions on page 2.

Name (as shown on your income tax return) WAYNE LEE, MD, PA	
Business name, if different from above PHYSICIAN ASSOCIATES	
Check appropriate box: <input type="checkbox"/> Individual Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
Exempt from backup withholding <input type="checkbox"/>	
Address (number, street, and apt. or suite no.) 2856 NE 36th St	
City, state, and ZIP code Fort Lauderdale, FL 33308	
Last account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								
SA-21019991316								

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must check out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ **Wayne Lee, MD, PA** Date ▶ **8/21/08**

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester), and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
- Certify that you are not subject to backup withholding; or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-8(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

**Town of Davie
Vendor/Bidder Disclosure**

I, Wayne Lee, being first duly sworn state that:
The full legal name and business address of the person(s) or entity contracting with the
Town of Davie ("Town") are as follows (Post Office addresses are not acceptable):

Name of Individual, Firm, or Organization:

Wayne Lee, MD, PA

Address:

2856 NE 36th Street
Ft. Lauderdale, FL 33308

FEIN

59-2099936

State and date of incorporation

3/06/1981

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who directly or indirectly holds five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full name and address shall be provided for each trustee and each beneficiary. All such names and address are as follows (Post Office addresses are not acceptable):

Names, Addresses, and Titles of Individual Who Will Lobby:

Full Legal Name	Address	Ownership
<u>Wayne Lee MD</u>	<u>2856 NE 36th St. Ft. Lauderdale</u>	<u>100%</u>
	<u>FL 33308</u>	<u>%</u>
		<u>%</u>
		<u>%</u>

2. The full legal names and business addresses of any other individual (other than subcontractors, material men, suppliers, laborers, and lenders) who have, or will have, any legal, equitable, or beneficial interest in the contract or business transaction with the Town are as follows (Post Office addresses are not acceptable):

Full Legal Name

Address

None

By:

Wayne Lee, MD
Signature of Affiant

Date:

8/21/08

Wayne Lee, MD
Print Name

SUBSCRIBED AND SWORN TO or affirmed before me this 21st day of

August 2008, by Wayne Lee, MD, he/she is

personally known to me or has presented _____ as

identification.

Denise Kenealy
Notary Public, State of California
My Commission DD981271
Expires October 28, 2008

Print or Stamp of Notary

Serial Number

My Commission Expires: 10/28/08